

winstar

February 26, 2002

VIA OVERNIGHT DELIVERY

Christie Doherty
Vice President
Qwest
1005 17th Street, Rm. 1750
Denver, CO 80202

Lisa Schuzer
Account Manager
Qwest
925 High Street, Room 159
Des Moines, IA 50309

Dear Ms. Doherty and Ms. Schuzer:

On behalf of Winstar Communications, LLC and Winstar of Arizona, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Qwest to transition to Winstar the circuits identified in the attached initial list. The customers whose service is associated with these circuits are in the process of being acquired by Winstar from Winstar Wireless, Inc. ("WWI") pursuant to an Order of the Bankruptcy Court, and Winstar will serve these customers as their preferred carrier of choice. In accordance with the Communications Act of 1934, as amended, and the Bankruptcy Court Order, Winstar requires the use of these circuits to serve its customers and, accordingly, submits this notice to obtain such circuits from Qwest.

Although Winstar is in the process of finalizing an interconnection agreement(s) with Qwest and obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Qwest Service Areas as a competitive local exchange carrier, Winstar is providing this initial list of circuits and notice of its intention to obtain these circuits to Qwest at this time in order to assure that the transition will be handled expeditiously. Winstar will advise Qwest as soon as the necessary agreements and approvals are obtained. Also, Winstar will advise Qwest of any changes or additions in the attached circuit list.

Winstar believes the provisioning of these circuits will not require any physical changes in the network configuration being used to serve these customers today, and requires only that Qwest change the billing information associated with the listed circuits (a billing change only or "Record Order") in order to undertake the transition of these circuits to Winstar. Winstar is providing this advance notice and information to assist Qwest in developing a streamlined process to transition the large number of affected circuits on a

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bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you in the near term Qwest to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", with a long horizontal line extending to the right.

Stephen V. Murray
Senior Director

Winstar

1850 M Street, NW
Suite 300
Washington, DC 20036
(202) 969 5800

March 27, 2002

VIA OVERNIGHT DELIVERY

Christie Doherty
Vice President
Qwest
1005 17th Street, Rm. 1750
Denver, CO 80202

Cherron Halpern
Qwest
1600 7th Avenue, Room 98191
Seattle, WA 98191

Dear Ms. Doherty and Ms. Schuzer:

On behalf of Winstar Communications, LLC and Winstar of Arizona, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Qwest to transition to Winstar the resale service accounts identified on the attached list. For each account identified, Winstar also provides the customer name and working telephone number.

Winstar has executed interconnection agreements with Qwest and is in the process of obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Qwest Service Areas as a competitive local exchange carrier. Winstar is providing the attached list of accounts and notice of its intention to provide resale service to the customers associated with each account in order to assure that the transition will be handled expeditiously. Winstar will advise Qwest of any changes or additions to the attached list.

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Winstar

Winstar believes that its request to transition the accounts to Winstar will require no physical changes in the network configuration being used to serve these customers today, and requires only that Qwest change the billing information associated with the listed accounts. Winstar is providing this advance notice and information to assist Qwest in developing a streamlined process to transition the large number of affected accounts on a bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", with a horizontal line drawn underneath it.

Stephen V. Murray
Senior Director



1850 M Street, NW
Suite 300
Washington, DC 20036
(202) 969 9800

March 28, 2002

VIA OVERNIGHT DELIVERY

Christie Doherty
Vice President
Qwest
1005 17th Street, Rm. 1750
Denver, CO 80202

Cherron Halpern
Qwest
1600 7th Avenue, Room 98191
Seattle, WA 98191

Dear Ms. Doherty and Ms. Schuzer:

On behalf of Winstar Communications, LLC and Winstar of Arizona, LLC (collectively, "Winstar"), this letter is to advise you that Winstar desires Qwest to transition to Winstar the circuits identified in the attached list, which supplements the list provided to you on February 26, 2002.

Winstar has executed interconnection agreements with Qwest and is in the process of obtaining the necessary regulatory approvals to transfer the customers without disrupting their service, and to operate in all of the Qwest Service Areas as a competitive local exchange carrier. Winstar is providing this list of circuits and notice of its intention to obtain these circuits to Qwest at this time in order to assure that the transition will be handled expeditiously. Winstar will advise Qwest of any changes or additions to the attached circuit list.

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winstar

Winstar believes the provisioning of these circuits will not require any physical changes in the network configuration being used to serve these customers today, and requires only that Qwest change the billing information associated with the listed circuits (a billing change only or "Record Order") in order to undertake the transition of these circuits to Winstar. Winstar is providing this advance notice and information to assist Qwest in developing a streamlined process to transition the large number of affected circuits on a bulk basis in a smooth, orderly and timely manner, so that all service disrupting effects and delays, and unnecessary costs, can be avoided. Winstar believes that it has provided the information necessary to complete the transition, but if you believe it would be helpful, we would be pleased to meet with you to discuss how the details and timing of the transition may be coordinated to ensure that service is continued in an uninterrupted and transparent manner to customers.

Thank you in advance for your assistance with this matter. Feel free to contact me at (202) 367-7657 if you require anything further to facilitate the transition.

Very truly yours,

A handwritten signature in black ink, appearing to read "Stephen V. Murray", with a long horizontal flourish extending to the right.

Stephen V. Murray
Senior Director

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1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

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(Filed under Transmittal No. 28.)

Issued: November 21, 2000

Effective: December 6, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.1 SCOPE

- A. The Company does not undertake to transmit messages under this Tariff. (T)
- B. The Company shall be responsible only for the installation, operation and maintenance of the services, which it provides. (T)
- C. The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles. (T)
- D. Services are provided 24 hours daily, 7 days per week except as set forth in other applicable sections of this Tariff. (T)
- E. The Company does not warrant that its facilities and services meet standards other than those set forth in this Tariff. (T)

2.1.2 LIMITATIONS

- A. The customer may not assign or transfer the use of services provided under this Tariff except as specified, following. Where there is no interruption of use or relocation of the services, at that time or within the 12 months following the transfer of use, such assignment or transfer may be made if the conditions in 1.-4., following, are met. If the customer does not meet the preceding 12-month criteria, a charge equal to the remainder of the 12-month recurring charges and Termination Liability applies. (C)
- 1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or (C)

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.2 LIMITATIONS

A. (Cont'd)

2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Telephone Company is required prior to such assignment or transfer which acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this Tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

The assignor or transferor and the assignee or transferee will be required to sign a Transfer of Use Agreement assuming all outstanding indebtedness as set forth in 2.1.2.A.1., preceding. In all cases where there is no interruption of use or relocation of the services (i.e., change in Carrier Identification Code (CIC) or any other technical and or physical change to the service), administrative changes will be made without charge(s).

3. Another customer, whether an individual, partnership, association or corporation, provided assignment or transfer is done solely to accommodate the sale of one company to a different company for Expanded Interconnection-Collocation Service.
4. When the preceding conditions are met, and a transfer of service involves a customer with RCP, refer to 7.11.3.B.2.f. for additional conditions.

(C)
(C)

(Filed under Transmittal No. 69.)

Issued: May 17, 2001

Effective: June 1, 2001

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.2 LIMITATIONS (Cont'd)

- B. The regulations for installation and restoration of Telecommunications Service Priority (TSP) System Services shall be subject to Part 64.401, Appendix A, of the Federal Communications Commission's Rules and Regulations and Section 10, following. (T)
- C. Subject to compliance with the rules mentioned in B. preceding, the services offered herein will be provided to customers on a first-come, first-served basis. (T)

2.1.3 LIABILITY

A. General

- 1. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- 2. The Company shall be indemnified, defended and held harmless by the end user, interconnector or IC against any claim, loss or damage arising from the end user's, interconnector's or IC's use of services offered under this Tariff, involving:
 - a. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the end user's, interconnector's or IC's own communications;
 - b. Claims for patent infringement arising from the end user's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the end user or IC or;
 - c. All other claims arising out of any act or omission of the end user or interconnector in the course of using services provided pursuant to this Tariff;
 - d. All taxes (e.g., sales use, gross receipts, excise or other transaction tax or taxes) relating to the interconnector's purchase, sale or use of VEIC equipment;

(Filed under Transmittal No. 69.)

Issued: May 17, 2001

Effective: June 1, 2001

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.3 LIABILITY

A.2. (Cont'd)

- e. Any VEIC equipment which is defective or unreasonably dangerous,
 - f. Any breach of this Tariff by the end user, interconnector or IC; or
 - g. Entering any Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.) for any purpose.
3. The interconnector shall indemnify and hold harmless the Company from and against all liabilities that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right relating to VEIC equipment and/or the use thereof. The interconnector will defend and/or settle at its own expense any action brought against the Company to the extent that it is based on a claim that VEIC equipment and/or the use thereof, infringe any patent, trademark, copyright, trade secret or other proprietary right.
 4. The Company shall be indemnified, defended and held harmless by the interconnector against any claim, loss, damage, penalty, fine, liabilities or costs arising from the transportation, use, packaging, marking, identification, storage, handling and/or disposition of VEIC equipment in connection with any laws, regulations, rules, ordinances or orders governing hazardous materials, hazardous substances, hazardous wastes and similar items, or governing environmental, health or safety matters, including but not limited to the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 and the Occupation Safety and Health Act of 1970.
 5. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this Tariff (but not those arising in connection with VEIC equipment) and will indemnify such customer for any damages awarded based solely on such claims.

(Filed under Transmittal No. 2.)

Issued: August 7, 2000

Effective: August 8, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.3 LIABILITY

A. General (Cont'd)

6. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God, casualties and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4, following.
7. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to such customer's use of services so provided.
8. The Company shall make reasonable effort to cure any material failure to provide service caused solely by year 2000 defects in Company hardware, software or systems. Due to the interdependence among telecommunications providers and the interrelationship with non-Company processes, equipment and systems, the Company is not liable for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) the Customer; (2) other telecommunications providers; or (3) customer premises equipment. In addition, the Company does not ensure compatibility between Company and non-Company services used by the Customer.

B. Liability for All Services Except Expanded Interconnection-Collocation Service

1. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, including Interexchange Carrier (IC) Subscription, and subject to the provisions of A., preceding, the Company's liability shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

(T)
(T)

This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for a Service Interruption.

(Filed under Transmittal No. 25.)

Issued: November 13, 2000

Effective: November 28, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

(T)

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.3 LIABILITY

B. Liability for All Services Except Expanded Interconnection-Collocation Service (Cont'd)

2. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

C. Liability for Expanded Interconnection-Collocation Service

In addition to A. preceding, the Telephone Company shall have no responsibility or liability to the interconnector for the following:

1. The Company shall have no liability for any interruption of the interconnector's service or for interference with the operation of the interconnector's facilities other than as set forth in 2.4.4.B.11. In no event shall the Company be liable to the interconnector for loss of profits or revenue.
2. The interconnector is responsible for all losses associated with the VEIC equipment, except as provided herein. The Company shall not be liable to the interconnector for physical damage to the interconnector-provided equipment occupying a Company location unless caused by the gross negligence or willful misconduct of the Company. In such event, the liability of the Company shall be limited to the reasonable cost of repair and/or replacement of damaged facilities or equipment. The Company shall have no liability whatsoever to an interconnector or customer of the interconnector for lost revenues or profits occasioned by any interruption of the interconnector's service or interference with the operation of the interconnector-provided facilities or equipment in the Company location(s).

(Filed under Transmittal No. 28.)

Issued: November 21, 2000

Effective: December 6, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.4 PROVISION OF SERVICES

The Telephone Company, to the extent that such services are or can be made available with reasonable effort, and after provision has been made for the Telephone Company's telephone exchange services, will provide to the customer upon reasonable notice services offered in other applicable sections of this Tariff at rates and charges specified therein.

2.1.5 INSTALLATION AND TERMINATION OF SERVICES

A. All Services Except Expanded Interconnection-Collocation Service

The services provided under this Tariff (a) will include any entrance cable or drop wiring to that point where provision is made for termination of the Telephone Company's outside distribution network facilities at a mutually acceptable suitable location at a mutually agreeable customer-designated premises and (b) will be installed by the Telephone Company to such point of termination. Each Access Service has only one point of termination per customer premises. Any additional terminations beyond such point of termination are the sole responsibility of the customer.

B. Expanded Interconnection-Collocation (EIC) Service

The EIC Service provided for under this Tariff will include the installation and termination of equipment in accordance with the regulations as set forth in Section 21 following.

(Filed under Transmittal No. 2.)

Issued: August 7, 2000

Effective: August 8, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

(T)

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.6 MAINTAINING SERVICES

The services provided under this Tariff shall be maintained by the Company except for interconnector-provided and -owned fiber optic facilities at the point of interconnection for EIC Service. The interconnector, IC or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company or contained in a Company-owned facility housing (e.g., above ground cabinets, underground utility vaults, utility hole, hand hole, etc.), except with prior written consent and presence of a Company-designated inspector.

(Filed under Transmittal No. 28.)

Issued: November 21, 2000

Effective: December 6, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

(T)

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.7 CHANGES AND SUBSTITUTIONS

Except as provided for equipment and systems subject to F.C.C. Part 68 regulations at 47 C.F.R. Section 68.110 (b), the Company may, where such action is reasonably required in the operation of its business, (a) substitute, change or rearrange any facilities used in providing service under this Tariff, including but not limited to, (1) substitution of different metallic facilities, (2) substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities and (3) substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (b) change minimum protection criteria, (c) change operating or maintenance characteristics of facilities or (d) change operations or procedures of the Company.

In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Sections 6 and 7 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the customer to determine reasonable notification requirements.

It is expressly declared that metallic facilities are in continually decreasing supply and the Company is not obligated to continue to provide such facilities. Due to facility rearrangements, continued use of metallic facilities may be denied to existing customers with no obligation on the Company's part to pay customer equipment rearrangement costs. The Company will give the customer 90 days notification of this type of facility rearrangements. Metallic facilities are provided only where existing facilities and operating conditions permit.

(Filed under Transmittal No. 28.)

Issued: November 21, 2000

Effective: December 6, 2000

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.8 REFUSAL AND DISCONTINUANCE OF SERVICES

- A. The Company may refuse to complete any pending orders for service and simultaneously refuse additional applications for service when the customer fails to comply with the regulations set forth in 2.1.6, preceding, or 2.2.1.C., 2.3 or 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) In the case of switched access, additional applications for service will also include IC Subscription requests whether from the customer, end user, agent or reseller, and these will be refused at the same time the Company refuses to complete any pending orders. The Company will take this action upon at least 30 days written notice (by certified U.S. Mail return receipt requested) to the person designated by that customer to receive such notices of noncompliance. Prior to this action being taken, the Company will make final notification that such action will occur to the person designated by the customer to receive the notices of noncompliance. The Company will apply such actions to the customer uniformly across the Company's serving territory.

(T)

If the Company does not refuse additional applications for service on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the noncomplying customer after final notification to the person designated by the customer to receive the notices of noncompliance.

- B. The Company may discontinue the provision of services when the customer fails to comply with the regulations as set forth in 2.1.6, preceding, or 2.2.1.C., 2.3, 2.4, following. (2.4 specifies the dates and times that payments shall be made to the Company.) The Company may discontinue services upon 30 days written notice (by certified U.S. Mail return receipt requested) to the person designated by that customer to receive such notices of noncompliance. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the 30 days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

(Filed under Transmittal No. 25.)

Issued: November 13, 2000

Effective: November 28, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY

2.1.8 REFUSAL AND DISCONTINUANCE OF SERVICES

- C. If the National Exchange Carrier Association, Inc., notifies the Company that the customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., TARIFF F.C.C. NO. 1 (Lifeline Assistance and Universal Service Fund charges) including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty days' written notice to the customer by Certified U.S. Mail, take any of the following actions:
- Refuse additional applications for service and/or
 - Refuse to complete any pending orders for service,
 - Discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.
- D. When Access Service is provided by more than one Company the Companies involved in providing the joint service may individually or collectively deny service, if technically feasible, to a customer for nonpayment. When the Company affected by the nonpayment is incapable of instituting a service denial without cooperation from the other joint provider(s), such other Company may request assistance in denying the jointly provided service. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the Company (Companies) initiating the service denial for nonpayment. The Company assisting in the service denial will notify the customer, with thirty (30) days written notice by Certified U.S. Mail, after receiving a written request from the affected Company. The tariff regulations of the end office Company shall apply for instituting service denial for a jointly provided service.

(Filed under Transmittal No. 2.)

Issued: August 7, 2000

Effective: August 8, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.9 LIMITATION OF USE OF METALLIC FACILITIES

Signals applied to a metallic facility shall conform to the limitations set forth in Technical Reference Publication AS No. 1. In the case of application of dc telegraph signaling systems, the customer shall be responsible, at its expense, for the provision of current limiting devices to protect the Telephone Company facilities from excessive current due to abnormal conditions and for the provision of noise mitigation networks when required to reduce excessive noise.

2.1.10 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.11 COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES

The Telephone Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

(Filed under Transmittal No. 2.)

Issued: August 7, 2000

Effective: August 8, 2000

2. GENERAL REGULATIONS

2.1 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.1.12 PROVISION AND OWNERSHIP

A. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s), beyond the non-exclusive limited right-to-use described in this Tariff.

(Filed under Transmittal No. 2.)

Issued: August 7, 2000

Effective: August 8, 2000

1801 California Street, Denver, Colorado 80202

2. GENERAL REGULATIONS

2.2 USE

2.2.1 INTERFERENCE OR IMPAIRMENT AND UNLAWFUL USE

- A. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Telephone Company and associated with the facilities utilized to provide services under this Tariff shall not interfere with or impair service over any facilities of the Telephone Company, its affiliated companies, or its connecting and concurring carriers involved in its services, caused damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.
- B. Except as provided for equipment or systems subject to the F.C.C. Part 68 rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with A. preceding, the Telephone Company will, where practicable, notify the customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to discontinue temporarily the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, Credit Allowance for Service Interruptions as set forth in 2.4.4.A. and B., following, is not applicable.
- C. The service provided under this Tariff shall not be used for an unlawful purpose.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER

2.3.1 DAMAGES

The customer shall reimburse the Company for damages to the Company facilities for all services utilized to provide services under this Tariff caused by the negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage, and the customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.3 EQUIPMENT SPACE AND POWER

A. All Services except Expanded Interconnection-Collocation (EIC) Service

The customer shall furnish or arrange to have furnished to the Company at no charge, equipment space and electrical power required by the Company to provide services under this Tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, inspecting, repairing or removing Company services.

B. Expanded Interconnection-Collocation (EIC) Service

The Company shall furnish operating power, in accordance with the regulations, monthly rates and nonrecurring charges as set forth in Section 21, following.

2.3.4 AVAILABILITY FOR TESTING

The services provided under this Tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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2. GENERAL REGULATIONS

2.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.3.5 BALANCE

All signals for transmission over the services provided under this Tariff shall be delivered by the customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less, and Electrical DS3.

2.3.6 DESIGN OF CUSTOMER SERVICES

Subject to the provisions of 2.1.7, preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Telephone Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 REFERENCES TO THE TELEPHONE COMPANY

The customer may advise end users that certain services are provided by the Telephone Company in connection with the service the customer furnishes to end users; however, the customer shall not represent that the Telephone Company jointly participates in the customer's services.

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